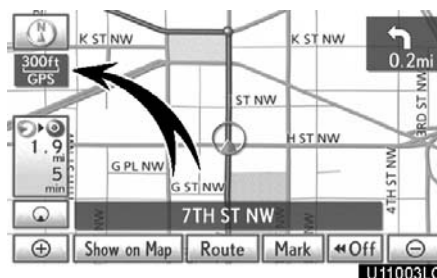
SECTION 12

APPENDIX

Appendix

Limitations of the navigation system

This navigation system calculates the current vehicle position using satellite signals, various vehicle signals, map data, etc. However, the accurate position may not be shown depending on the satellite condition, road configuration, vehicle condition or other circumstances.

The Global Positioning System (GPS) developed and operated by the U.S. Department of Defense provides an accurate current vehicle position, normally using 4 or more satellites, and in some case 3 satellites. The GPS system has a certain level of inaccuracy. While the navigation system will compensate for this most of the time, occasional positioning errors of up to 300 feet (100 m) can and should be expected. Generally, position errors will be corrected within a few seconds.

When your vehicle is receiving signals from the satellites, the “GPS” mark appears at the top left of the screen.

The GPS signal may be physically obstructed, leading to inaccurate vehicle position on the map display. Tunnels, tall buildings, trucks, or even the placement of objects on the instrument panel may obstruct the GPS signals.

The GPS satellites may not send signals due to repairs or improvements being made to them.

Even when the navigation system is receiving clear GPS signals, the vehicle position may not be shown accurately or inappropriate route guidance may occur in some cases.

NOTICE

The installation of window tinting may obstruct the GPS signals. Most window tinting contains some metallic content that will interfere with GPS signal reception of the antenna in the instrument panel. We advise against the use of window tinting on vehicles equipped with navigation systems.

(a) Accurate current vehicle position may not be shown in the following cases:

- When driving on a small angled Y−shaped road.
- When driving on a winding road.
- When driving on a slippery road such as in sand, gravel, snow, etc.
- When driving on a long straight road.
- When motorway and surface streets run in parallel.
- After moving by ferry or vehicle carrier.
- When a long route is searched during high speed driving.
- When driving without setting the current position calibration correctly.
- After repeating a change of direction by going forward and backward, or turning on a turntable in the parking lot.
- When leaving a covered parking lot or parking garage.
- When a roof carrier is installed.
- When driving with tire chains installed.
- When the tires are worn.
- After replacing a tire or tires.
- When using tires that are smaller or larger than the factory specifications.
- When the tire pressure in any of the four tires is not correct.

INFORMATION

If your vehicle cannot receive GPS signals, you can correct the current position manually. For information on setting the current position calibration, see page 332.

(b) Inappropriate route guidance may occur in the following cases:

- When turning at an intersection off the designated route guidance.
- If you set more than one destination but skip any of them, auto reroute will display a route returning to the destination on the previous route.
- When turning at an intersection for which there is no route guidance.
- When passing through an intersection for which there is no route guidance.
- During auto reroute, the route guidance may not be available for the next turn to the right or left.
- It may take a long time to operate auto reroute during high speed driving. In auto reroute, a detour route may be shown.
- After auto reroute, the route may not be changed.
- An unnecessary U−turn may be shown or announced.
- A location may have multiple names and the system will announce one or more.
- Some routes may not be searched.
- If the route to your destination includes gravel, unpaved roads or alleys, the route guidance may not be shown.
- Your destination point might be shown on the opposite side of the street.
- When a portion of the route has regulations prohibiting the entry of the vehicle that vary by time or season or other reasons.
- The road and map data stored in your navigation system may not be complete or may not be the latest version.

After replacing a tire, implement the operation described in the "TIRE CHANGE CALIBRATION". **(See page 333.)**

This navigation system uses tire turning data and is designed to work with factory–specified tires for your vehicle. Installing tires that are larger or smaller than the originally equipped diameter may cause inaccurate display of the vehicle's position. The tire pressure also affects the diameter of the tires so please make sure the tire pressure of all four tires is correct.

Map database information and updates —

This system uses the maps of DENSO.

END USER LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE NAVIGATION SYSTEM

THIS IS A LICENSE AGREEMENT FOR YOUR COPY OF THE SPATIAL MAP DATABASE, INCLUDING LOCATION CODES AND RELATED PRODUCTS (COLLECTIVELY, THE “DATABASE”), USED IN THE NAVIGATION SYSTEM. BY USING THE NAVIGATION SYSTEM AND THE DATABASE, YOU ACCEPT AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH BELOW.

LICENSE GRANT

DENSO CORPORATION (“DENSO”), as a licensed distributor of the DATABASE, grants to you a non−exclusive, non−perpetual license to use your copy of the DATABASE for your personal use or for your use in your business’ internal operations and not for any other purpose. This license does not include the right to grant sub−licenses.

OWNERSHIP

The DATABASE and the copyrights and intellectual property and neighboring rights therein are owned by Tele Atlas North America, Inc. (“TANA”) and its licensors. This Agreement does not transfer any title or interest in the DATABASE, except for the license to use the DATABASE according and subject to the terms and conditions of this Agreement. You shall not alter, obscure or remove any copyright notices, trademark notices or other restrictive legends relating to the DATABASE.

The DATABASE comprises confidential and proprietary information and materials of TANA. Accordingly, you shall hold the DATABASE in confidence and trust. You shall take reasonable steps to protect the DATABASE from misappropriation or misuse. You shall not extract stand−alone data from or publish any part of the DATABASE without the prior written consent of TANA and its licensors.

LIMITATIONS ON USE

The DATABASE is restricted for use in the specific system for which it was created. Except to the extent explicitly permitted by mandatory laws, you may not extract or reutilize any portion of the contents of the DATABASE, nor reproduce, copy, duplicate, modify, adapt, translate, disassemble, decompile, or reverse engineer any portion of the DATABASE.

TRANSFER

You may not transfer the DATABASE to third parties, except together with the system for which it was created, provided that you do not retain any copy of the DATABASE, and provided that the transferee agrees to all terms and conditions of this AGREEMENT.

DISCLAIMER OF WARRANTY

THE DATABASE IS PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS BASIS" AND DENSO AND TANA (AND THEIR LICENSORS AND SUPPLIERS) EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON−INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY DENSO OR TANA (OR ANY OF THEIR LICENSORS, AGENTS, EMPLOYEES OR THIRD PARTY PROVIDERS) SHALL CREATE A WARRANTY, AND YOU ARE NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THIS AGREEMENT.

LIMITATION OF LIABILITY

IN NO EVENT SHALL DENSO OR TANA (OR THEIR LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE DATABASE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR COSTS OF COVER, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE TOTAL LIABILITY OF DENSO OR TANA (OR THEIR LICENSORS OR SUPPLIERS) EXCEED THE AMOUNTS PAID BY YOU FOR THE DATABASE.

WARNINGS

The DATABASE comprises facts and information from government and other sources reflecting circumstances in existence before you received the DATABASE, which may contain errors and omissions. Accordingly, the DATABASE may contain inaccurate or incomplete information due to the passage of time, changing circumstances, and due to the nature of the sources used. The DATABASE does not include or reflect information relating to, among other things, neighborhood safety; law enforcement; emergency assistance; construction work; road or lane closures; vehicle or speed restrictions; road slope or grade; bridge height, weight or other limits; road or traffic conditions; special events; traffic congestion; or travel time.

U.S. GOVERNMENT RIGHTS

If you are an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in DFARS 252.227−7014(a)(1) (JUN 1995) (DOD commercial computer software definition), DFARS 227.7202−1 (DOD policy on commercial computer software), FAR 52.227−19 (JUN 1987) (commercial computer software clause for civilian agencies), DFARS 252.227−7015 (NOV 1995) (DOD technical data − commercial items clause); FAR 52.227−14 Alternates I, II, and III (JUN 1987) (civilian agency technical data and noncommercial computer software clause); and/or FAR 12.211 and FAR 12.212 (commercial item acquisitions), as applicable. In case of conflict between any of the FAR and DFARS provisions listed herein and this Agreement, the construction that provides greater limitations on the Government's rights shall control.

Contractor/manufacturer is Tele Atlas North America, Inc., 11 Lafayette Street, Lebanon, NH 03766−1445. Phone: 603.643.0330. The DATABASE is ©1984−2007 by Tele Atlas North America, Inc. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the DATABASE is a trade secret and a proprietary commercial product and not subject to disclosure.

If you are an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then you hereby agree to protect the DATABASE from public disclosure and to consider the DATABASE exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Licensed Products. In the event that such exemption is challenged under any such laws, this Agreement shall be considered breached and any and all right to retain any copies or to use of the DATABASE shall be terminated and considered immediately null and void. Any copies of the DATABASE held by you shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this Agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the DATABASE shall immediately be destroyed.

END USER TERMS

The data (“Data”) is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and DENSO CORPORATION (“DENSO”) and its licensors (including their licensors and suppliers) on the other hand.

The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen’s Printer for Ontario, © Canada Post Corporation, GeoBase®.

NAVTEQ holds a non−exclusive license from the United States Postal Service® to publish and sell ZIP+4® information.

©United States Postal Service®2007. Prices are not established, controlled or approved by the United States Postal Service®. The following trademarks and registrations are owned by the USPS: United States Postal Service, USPS, and ZIP+4.

TERMS AND CONDITIONS

Personal Use Only. You agree to use this Data together with vehicle navigation system for the solely personal, non−commercial purposes for which you were licensed, and not for service bureau, time−sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Data only as necessary for your personal use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Data in any way. You agree not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws. Multi−disc sets may only be transferred or sold as a complete set as provided by DENSO and not as a subset thereof.

Restrictions. Except where you have been specifically licensed to do so by DENSO, and without limiting the preceding paragraph, you may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

Warning. The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

No Warranty. This Data is provided to you "as is," and you agree to use it at your own risk. DENSO and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

Disclaimer of Warranty: DENSO AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

Disclaimer of Liability: DENSO AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF DENSO OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

Export Control. You agree not to export from anywhere any part of the Data provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

Entire Agreement. These terms and conditions constitute the entire agreement between DENSO (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between us with respect to such subject matter.

Governing Law. The above terms and conditions shall be governed by the laws of the State of Illinois, without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. You agree to submit to the jurisdiction of the State of Illinois for any and all disputes, claims and actions arising from or in connection with the Data provided to you hereunder.

Government End Users. If the Data is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, this Data is a “commercial item” as that term is defined at 48 C.F.R. (“FAR”) 2.101, is licensed in accordance with these End–User Terms, and each copy of Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following “Notice of Use”, and shall be treated in accordance with such Notice:

NOTICE OF USE

CONTRACTOR (MANUFACTURER/ SUPPLIER) NAME: NAVTEQ

CONTRACTOR (MANUFACTURER/ SUPPLIER) ADDRESS:
425 West Randolph Street,
Chicago, Illinois 60606

This Data is a commercial item as defined in FAR 2.101 and is subject to these End–User Terms under which this Data was provided.

If the Contracting Officer, federal government agency, or any federal official refuses to use the legend provided herein, the Contracting Officer, federal government agency,or any federal official must notify NAVTEQ prior to seeking additional or alternative rights in the Data.

END USER NOTICE

PLEASE READ THIS NOTICE CAREFULLY BEFORE USING THIS NAVIGATION SYSTEM

The Point Of Interest Data ("POI" Data) in the navigation system is in part provided by infoUSA Inc. ("infoUSA"). By using the POI Data, you accept and agree to all terms and conditions set forth below.

1. Ownership

All rights, title and interest to the infoUSA POI Data shall be retained by infoUSA.

2. Limitations on use

Except to the extent explicitly permitted by mandatory laws, you may not extract or re−utilize any portion of the contents of the POI Data, nor reproduce, copy, modify, adapt, translate, disassemble, decompile, or reverse engineer any portion of the POI Data.

3. Transfer

You may not transfer the POI Data to third parties, except together with the system for which it was created, provided that you do not retain any copy of the POI Data.

4. Disclaimer of warranty

EXCEPT AS STATED HEREIN, INFOUSA MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY.

5. Limitation of liability

EITHER INFOUSA OR SUPPLIER OF POI DATA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES MADE OR ALLEGED IN CONNECTION WITH YOUR USE OF THE POI DATA.

END USER LICENSE AGREEMENT

Personal Use Only. You agree to use this information for solely personal, non−commercial purposes, and not for service bureau, time−sharing or other similar purposes. You may not modify the information or remove any copyright notices that appear on the information in any way. You may not decompile, disassemble or reverse engineer any portion of this information, and may not transfer or distribute it in any form, for any purpose. Without limiting the foregoing, you may not use this information with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications.

No Warranty. This information is provided to you "as is," and you agree to use it at your own risk. DENSO and its licensors (and their licensors and suppliers, collectively "DENSO") make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, and DENSO expressly disclaims any warranties regarding content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, non−infringement, usefulness, use or results to be obtained from this information, or that the information or server will be uninterrupted or error−free. Some states, territories and countries do not allow certain warranty exclusions, so to that extent, the above exclusion may not apply to you.

Disclaimer of Liability: DENSO SHALL NOT BE LIABLE TO YOU FOR ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF ITS NATURE, ALLEGING ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF PROFIT, REVENUE OR CONTRACTS ARISING OUT OF YOUR POSSESSION, USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF DENSO OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states, territories and countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

Indemnity. You agree to indemnify, defend and hold DENSO and its licensors (including their respective licensors, suppliers, assignees, subsidiaries, affiliated companies, and the respective officers, directors, employees, shareholders, agents and representatives of each of them) free and harmless from and against any liability, loss, injury (including injuries resulting in death), demand, action, cost, expense, or claim of any kind or character, including but not limited to attorney's fees, arising out of or in connection with any use or possession by you of this information.

END USER NOTICE

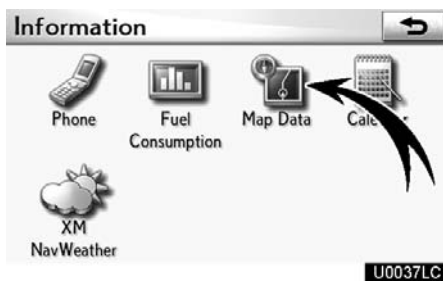
The marks of companies displayed by this product to indicate business locations are the marks of their respective owners. The use of such marks in this product does not imply any sponsorship, approval, or endorsement by such companies of this product.

There are two types of areas available for route guidance. In one type of area, primarily around metropolitan centers, detailed route guidance is available for the entire area. In the other type of area, all roads are displayed on the map but route guidance is limited. The navigation route might lack precision because the data (no right turns, one−way traffic, etc.) is not complete. It is still possible to reach the destination by following the arrow direction and distance as shown on the bottom left of the screen. The arrow points in the direction of the destination. The distance shown is as measured in a straight line from the current vehicle position to the destination area.

In order to provide you with as accurate map information as possible, we are always gathering information such as on road repairs and carrying out on−site investigations. However, the names of roads, streets, facilities, and their locations frequently change. In some places, construction on roads may be in progress. For that reason, information on some areas in this system might be different from the actual location.

The map database is normally updated once a year. Contact your Lexus dealer for information about the availability and pricing of an update.

- **To confirm the database version and map coverage area**

1. Push the "MENU" button and select "Info./Phone".

2. Select "Map Data".

Make sure the version of the database on this screen.

To display the disc coverage area, select **"Map Data Coverage"**. Confirm the covered area on the screen.

Contact your Lexus dealer to find out if there is a more recent update released.